

Item # _____

Prepared by: Gloria Kelly
Real Estate Services

Approved by: Lisa Kelly
County Attorney

RESOLUTION TO APPROPRIATE FUNDS IN THE AMOUNT OF \$200,000.00 FOR ACQUISITION AND CLOSING COSTS OF LAND AND RIGHT-OF-WAY FOR WOLF RIVER ECOSYSTEM RESTORATION PROJECT FROM THE FY 2009-010 CBA BUDGET FOR PROJECT NUMBER 300171, CHICKASAW BASIN AUTHORITY; AND AMENDING THE FY 2009-10 CAPITAL PROJECTS BUDGET. SPONSORED BY COMMISSIONER MATT KUHN.

WHEREAS, The Board of Directors of the Chickasaw Basin Authority, at its meeting on July 17, 2009, approved a motion to approve an additional \$200,000.00 for acquisition and closing costs of land and right-of-way needed for Wolf River Ecosystem Restoration Project; and

WHEREAS, On January 14, 2004, a Project Cooperation Agreement for the Wolf River Ecosystem Restoration Project was executed by and between the Department of the Army represented by the U.S. Army Corps of Engineers, and Shelby County along with the Chickasaw Basin Authority, as the local sponsors; and

WHEREAS, On June 29, 2006, an Inter-local Governmental Agreement, setting forth the terms of the financial support to be received from the Town of Collierville for Wolf River Ecosystem Restoration Project, was executed by and between the Town of Collierville and Shelby County along with the Chickasaw Basin Authority, as the local sponsors, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Additional land and right-of-way needed for this project must now be acquired; and

WHEREAS, Part of the total estimated cost for acquisition and closing costs of land and right-of-way is \$200,000.00 which will be paid from funds obtained by the Chickasaw Basin Authority through monetary donations from the Town of Collierville; and

WHEREAS, It is necessary to appropriate funds to cover the cost of the needed land and the associated closing expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the FY 2009-10 Capital Projects Budget is hereby amended by increasing estimated revenues in account no. 908-300171-

4432, Other Governments Cost Reimbursements and allocations in account no. 908-300171-8929, Chickasaw Basin Authority, by \$ 200,000.00 each.

BE IT FURTHER RESOLVED, That funds in the amount of \$ 200,000.00 be and the same are hereby appropriated from the FY 2009-10 Capital Projects Budget in account no. 908-300171-8929, Chickasaw Basin Authority.

BE IT FURTHER RESOLVED, That the Mayor and the Director of Administration and Finance be and are hereby authorized to issue their warrant or warrants in amounts not to exceed \$ 200,000.00 upon request for payment from the Director of Public Works for the purposes contained in this resolution and to take proper credit in their accounting therefor.

BE IT FURTHER RESOLVED, That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

Joe Ford, Interim County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED _____

SUMMARY SHEET

I. Description of Item

By approval of this Resolution this latest \$ 200,000.00 funding donation, received on 06/18/09 from the Town of Collierville, in accordance with its funding commitment as agreed to in the Inter-local Governmental Agreement dated 6/29/06, will be appropriated for use in acquiring land and right-of-way needed for the Wolf River Ecosystem Restoration Project. This funding donation from the Town of Collierville represents its 5th of five equal installment payments pledged, totaling \$ 1,000,000.00, for acquisition and closing costs of land and right-of-way needed for Wolf River Ecosystem Restoration Project. The Board of Directors of the Chickasaw Basin Authority, at its meeting on July 17, 2009, approved a motion to approve this additional \$200,000.00 for acquisition and closing costs of land and right-of-way needed for Wolf River Ecosystem Restoration Project. Additional land and right-of-way needed for this project must now be acquired. Based upon the above, the Administration recommends that this funding appropriation be approved.

II. Source and Amount of Funding

FY 2009-2010 CIP PROJECT NUMBER 300171, CHICKASAW BASIN
AUTHORITY

Original Budget for this resolution	\$ 284,000.00
Budget amendment in this resolution	\$ 200,000.00
Appropriation in this resolution	< <u>200,000.00</u> >
Balance difference	<u>\$ 284,000.00</u>

III. Contract Items

None

IV. Additional Information Relevant to Approval of this Item

EXHIBIT "A"

INTER-LOCAL AGREEMENT RELATING TO THE TOWN OF COLLIERVILLE'S SUPPORT OF THE WOLF RIVER ECOSYSTEM RESTORATION PROJECT

THIS INTER-LOCAL AGREEMENT RELATING TO THE TOWN OF COLLIERVILLE'S SUPPORT OF THE WOLF RIVER ECOSYSTEM RESTORATION PROJECT (the "Inter-Local Agreement"), dated the 29th day of June, 2006, by and between Shelby County, Tennessee, a Political Subdivision of the State of Tennessee, (the "County"), The Chickasaw Basin Authority, a Tennessee State Agency, (the "CBA") and the Town of Collierville, Tennessee, a Municipal Corporation of the State of Tennessee, (the "Town").

WHEREAS, On January 14, 2004, a Project Cooperation Agreement for the Wolf River Ecosystem Restoration Project (the "Project Agreement") was executed by and between the Department of the Army, represented by the U. S. Army Corps of Engineers, and Shelby County, Tennessee, along with the Chickasaw Basin Authority as the local sponsors, to initiate the \$10 million federal project intended to stabilize the Wolf River and create a permanent wildlife corridor along the same, between Houston Levee Rd. on the west and Collierville-Arlington Rd. on the east; and

WHEREAS, The project requires the acquisition of approximately 2,111 acres of floodway land located immediately adjacent to and along both sides of the Wolf River between Houston Levee Road and Collierville-Arlington Road at a projected cost of \$2,923,000.00; and

WHEREAS, During the summer of 2003, in preparation for this project, the **County** and the **CBA** approached the Town of Collierville soliciting its support for this project in the areas of funding for the required land acquisitions and a confirmation of the **Town's** interest to manage the wildlife corridor under the provisions of a mutually acceptable, future Management Agreement; and

WHEREAS, The **Town** subsequently confirmed its funding commitment, pledging a total of \$1,000,000.00 to help cover the purchase of the required land, in accordance with the provisions of the **Town's** letter dated September 24, 2003, a copy of which is attached hereto and made part hereof as Exhibits "A-1" and "A-2", and its interest in managing the wildlife corridor under the provisions of a mutually acceptable, future Management Agreement, and

WHEREAS, The **Town** subsequently determined that its payment of the aforementioned \$1,000,000.00 pledge would best be handled by the payment of five equal, annual installments in the amount of \$200,000.00 each and thus, paid the first installment of \$200,000.00 on March 3, 2005 via, Check no. 078176; and

WHEREAS, The **Town's** auditors have recommended that an Inter-local Agreement, memorializing the parties commitments and roles in the project, be approved by the **Town's** Mayor and Board of Aldermen and executed by the parties thereto prior to the payment of additional funding installments; and,

WHEREAS, The **Town's** second funding installment in the amount of \$200,000.00 is now needed to continue the purchase of the required land for this project.

NOW THEREFORE, For and in consideration of the above stated purposes, as the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

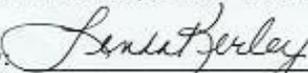
1. The **Town** agrees to honor its funding commitment of \$1,000,000.00 to help cover the purchase of the required land needed for this federal project, in accordance with the provisions of the **Town's** letter dated September 24, 2003 by continuing to make the remaining four equal, annual installments in the amount of \$200,000.00 each.

2. The **County** and the **CBA** agree to allow the **Town** to manage the wildlife corridor under the provisions of a mutually acceptable, future Management Agreement and the **Town** hereby confirms its interest and desire to manage the wildlife corridor under such Management Agreement.

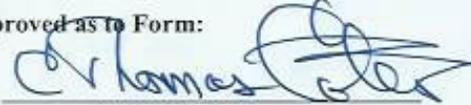
3. This Agreement shall be deemed drafted by all parties equally.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first written above.

TOWN OF COLLIERVILLE, TENNESSEE

By: 
Linda Kerley, Town Mayor

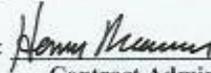
Approved as to Form:

By: 
Town Attorney

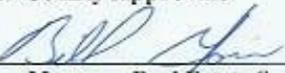
SHELBY COUNTY, TENNESSEE

By: 
A C Wharton, Jr., County Mayor

Approved as to Form:

By: 
Contract Administrator/
Assistant County Attorney

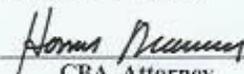
Other County Approvals:

By: 
Manager, Real Estate Services

CHICKASAW BASIN AUTHORITY

By: 
Charles R. Perkins, Chairman

Approved as to Form:

By: 
CBA Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **CHARLES R. PERKINS**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Chairman of the Chickasaw Basin Authority**, the within named bargainer, and that he as such **Chairman**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **Chickasaw Basin Authority** by himself as such **Chairman**.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this 29th day of June, 2006.



William L. Goss
Notary Public

MY COMMISSION EXPIRES:

10/19/08

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR.**, **Mayor of Shelby County, Tennessee**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of Shelby County, Tennessee**, the within named bargainer, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **Shelby County, Tennessee**, by himself as such **Mayor** of said **Shelby County, Tennessee**.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this 29th day of June, 2006.



William L. Goss
Notary Public

MY COMMISSION EXPIRES:

10/19/08

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **LINDA KERLEY**, **Mayor of the Town of Collierville**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the Town of Collierville**, the within named bargainer, one of the municipal corporations of the State of Tennessee, and that he as such **Mayor** of said city, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **Town of Collierville** by himself as such **Mayor** of said municipal corporation.

WITNESS my hand and Notarial Seal, at office in the Town of Collierville, **Shelby County, Tennessee** aforesaid, this 26 day of June, 2006.



Lynn Ann Kerley
Notary Public

MY COMMISSION EXPIRES:

5-12-2010

Linda Kerley
Mayor

Marcus Frasca, Alderman
Stanley R. Joyner, Alderman
Buddy Rowe, Alderman
Justin Mitchell, Alderman
Jimmy Lott, Alderman



James H. Lewellen
Town Administrator

Lyn Carmack
Town Clerk

Town of Collierville

September 24, 2003

Mr. Ted Fox
Chickasaw Basin Authority

Dear Ted,

Please accept this letter as evidence of the Town of Collierville's interest in participating with the Chickasaw Basin Authority for the purchase of property situated along the Wolf River in Collierville. The Town is very excited about the weir project getting underway and we appreciate all the efforts of the Chickasaw Basin Authority to make it happen.

It is our understanding that the Town will need to commit to funding as much as one million dollars towards the purchase of land. It is also our understanding that the funding might not be needed all at one time and that we could pay our share over the next four to five years. I have considered a funding plan which would allow us to pay as much as \$250,000 per year for the next four years. I believe the town can commit to that type of outlay. Should the funds be needed sooner, we would need to know as soon as possible and would then need to change our pledge regarding the payment schedule.

The Town has considered the benefits of participating in the purchase of land and those benefits are motivating us to work towards making the project a success. If you know of any reasons why the benefits would change, please contact me because I have represented those advantages to the Town's elected officials and I certainly don't want to misrepresent the project. If there is something else we can do to assist please let us know.

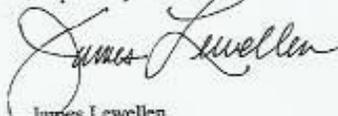
This letter and commitment is sent to you based on my conversations with our Board of Mayor and Aldermen. If we need to develop a formal agreement to document our commitment, I will place this on the Board's agenda for their approval. I was anticipating that we would develop a formal project agreement memorializing each other's commitments and role in the project. It was my intent to present that agreement to the Board to serve as our formal commitment. If you need something before then, I can get the Board to act to formally commit to what I have represented in this letter.

500 Poplar View Parkway • Collierville, TN 38017 • (901) 457-2200 • Fax: (901) 457-2207

EXHIBIT "A-1"

Ted, Collierville is fortunate to have you working for us through the County and the Basin Authority. I appreciate the hard work you do and thank you for representing our interests in this project. The Town also thanks the Chickasaw Basin Authority for inviting us to participate in this project.

Respectfully Submitted,

A handwritten signature in cursive script that reads "James Lewellen". The signature is written in black ink and is positioned above the printed name and title.

James Lewellen
Town Administrator

EXHIBIT "A-2"